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LONDON, EC2V 7NA, ENGLAND November 20, 1980

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INTERSTATE COMMERCE COMMISSION

Agatha L. Mergenovich, Secretary Interstate Commerce Commission 12th & Constitution Avenue, N.W. Washington, D.C.

KGC Wishington, D. C.

NOV 21

RECORDATION NO

Dear Secretary Mergenovich:

Pursuant to 49 U.S.C. §11303 and the Commission's rules and regulations, I enclose for filing and recordation six copies of the following documents:

- Equipment Lease Termination Agreement dated November 13, 1980 between Girard Leasing Corporation and National Railway Utilization Corporation/Pickens Railroad Company, and approved by First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank) and Hazelton National Bank; and
- (2) Loan Modification and Moratorium Agreement dated November 19, 1980, by and among First National Bank and Trust Company, First Peoples Bank of New Jersey, First State Bank (formerly West Side Bank), Hazelton National Bank, and Girard Leasing Corporation.

These documents relate to boxcars subject to an Equipment Lease Agreement between Girard Leasing Corporation (Lessor) and National Railway Utilization Corporation/Pickens Railroad Company (Lessee) dated July 27, 1978 and filed with the Commission on July 28, 1978 and assigned Recordation Number Those same boxcars are subject also to the following agreements: two Security Agreements each dated August 7, 1978 between Girard Leasing Corporation and First National Bank and Trust Company and West Side Bank (now First State Bank) and Girard Leasing Corporation and filed with the Commission on November 5, 1980 and assigned Recordation Numbers 9605-A and 9605-C; Security Agreement dated August 1, 1978 between Girard Leasing Corporation and First Peoples Bank of New Jersey and filed with the Commission on November 12, 1980 and assigned

Agatha L. Mergenovich, Secretary November 20, 1980 Page Two

Recordation Number 9605-E; and Security Agreement dated August 7, 1978 between Girard Leasing Corporation and Hazelton National Bank filed with the Commission on November 13, 1980 and assigned Recordation Number 9605-G. Each of the previously filed Security Agreements was accompanied by an Assignment of Lease agreement, and they were assigned Recordation Numbers 9605-B, 9605-D, 9605-F and 9605-H.

The names and addresses of the parties to the aforementioned documents to be filed are as follows:

- (1) Equipment Lease Termination Agreement:
  - (a) Lessor:

Girard Leasing Corporation 3 Girard Plaza Philadelphia, PA 19101

(b) Lessees:

National Railway Utilization Corporation 1100 Centre Square East 1500 Market Street Philadelphia, PA 19102

and

Pickens Railroad Company 402 Cedar Rock Street Pickens, South Carolina 29671

- (2) Loan Modification and Moratorium Agreement:
  - (a) Secured Parties:

First National Bank and Trust Company P.O. Box 391 Waynesboro, PA 17268

First Peoples Bank of New Jersey Cuthbert and MacArthur Drive Haddon Twp., NJ 08108 Agatha L. Mergenovich, Secretary November 20, 1980 Page Three

> First State Bank (formerly West Side Bank) 101 N. Main Street Scranton, PA 18504

Hazelton National Bank Broad and Laurel Streets Hazelton, PA 18201

#### (b) Debtor:

Girard Leasing Corporation 3 Girard Plaza Philadelphia, PA 19101

The Equipment Lease Termination Agreement establishes the procedures for terminating the aforementioned Equipment Lease as it relates to each of the following boxcars:

Fifty-Two (52) 50'6" 70-ton XM rated boxcars bearing Road Numbers PT 200048 through PT 200099 inclusive.

The Loan Modification and Moratorium Agreement modifies the terms of four promissory notes executed in 1978 that were in turn secured by the four aforementioned Security Agreements and relate to the above-identified boxcars.

Please file and record the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement cross-indexing them one to the other and to the Equipment Lease Agreement and indexing said documents under the names of the Lessor/Lessees and the Secured Parties/Debtor. A check is enclosed for \$20.00 as prescribed pursuant to 49 C.F.R. §1116.3 (d).

Please stamp all six copies of the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement and the attached copies of the transmittal letter with your official recording stamp. You will wish to retain two copies of each of the documents and the original of the

Agatha L. Mergenovich, Secretary November 20, 1980 Page Four

transmittal letter for your file. Please return the remaining copies of this transmittal letter and the Equipment Lease Termination Agreement and the Loan Modification and Moratorium Agreement to the bearer of this letter.

Sincerely,

Robert P. vom Eigen

RPvE:dn

Encls:

# Interstate Commerce Commission Washington, D.C. 20423

11/21/80

OFFICE OF THE SECRETARY

Robert P. Vom Eigen
Dechert Price & Rhoads
888 17th St.,N.W.
Washington, D.C. 20006

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C.

11303, on at , and assigned rerecordation number(s).

9605-I & 9605-J

Sincerely yours,

Agatha L. Mergenovich Secretary

Enclosure(s)

RECORDATION NO. 9605- STREET 1425

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INTERSTATE COMMERCE COMMISSION

### EQUIPMENT LEASE TERMINATION AGREEMENT

This Equipment Lease Termination Agreement is entered into as of this 13th day of November, 1980 between Girard Leasing Corporation, a Pennsylvania corporation ("Lessor") and National Railway Utilization Corporation, a South Carolina corporation ("NRUC") and Pickens Railroad Company, a South Carolina Corporation ("PRC") ("Lessees").

## BACKGROUND

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- A. Lessor and Lessees entered into an Equipment Lease Agreement dated as of July 27, 1978 and recorded with the Interstate Commerce Commission on July 28, 1978 and bearing recordation number 9605 (the "Lease").
- B. The Lease provides for the lease of fifty-two (52) 50'6" 70-ton XM rated boxcars, one of which has since been destroyed, as more fully described in Exhibit "A" attached hereto (the fifty-one (51) remaining boxcars hereinafter being referred to individually as a "Unit" and collectively as the "Equipment"), by Lessor to Lessees.
- C. The Lease is in default on account of, among other things, Lessees' failure to meet rental payment obligations on and after April 1, 1980. Lessees have informed Lessor that they have been and are unable to pay their debts as they have matured and have proposed to Lessor that the

Lease be terminated - with Lessees providing their full cooperation and assistance in returning the Equipment to Lessor - subject to certain exculpations and waivers demanded by Lessees.

- D. Lessor, in anticipation of entering into this Agreement and recovering possession of the Equipment, has entered into a Management Agreement for the Equipment with North American Car Corporation ("NAC").
- E. Lessor and Lessees desire to terminate the Lease pursuant to the terms and conditions of this Agreement.

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### TERMS

WHEREFORE, Lessor and Lessees, intending to be legally bound, hereby agree as follows:

- 1. The Lease shall terminate as to each Unit upon its return by Lessees to Lessor in the manner set forth herein.
- 2. Lessees shall, as promptly as possible, return the Units to such locations as Lessor designates. Lessees shall notify Lessor of the location and availability of each Unit and coordinate the return of the Units in accordance with the directions of Lessor from time to time. As to Units not in service and stored at Lessees' owned facilities, the Lease shall terminate upon their departure therefrom. As to

Units not in service and stored at third-party storage facilities, the Lease shall terminate upon (a) their departure from such third-party storage facilities or (b) the contemporaneous sending of telegrams by Lessees and Lessor, or NAC on Lessor's behalf, respectively relinquishing and assuming control of and responsibility for the Units. As to Units in service, the Lease shall terminate upon the Unit being "captured" and way-billed collect to Lessor's designated location.

3. Subject to the provisions of paragraph 4 hereof, Lessor shall release Lessees and their subsidiary and affiliated corporations, through a form of release (the "Release") substantially in the form attached hereto and marked as Exhibit "B", from the obligations imposed by the Lease with said Release becoming effective as to each Unit 366 days after the Lease is terminated as to such Unit, provided, however, that Lessees and their subsidiary and affiliated corporations are not being released from (a) Lessees' representations and warranties as made in Section 8 of the Lease as of the date such representations and warranties were made, (b) Lessees' obligations under Section 10 of the Lease to pay fees and taxes, (c) Lessees' obligations under section 14 of the Lease to forward any reimbursements for loss, damage or destruction to Units unless such

Units were repaired prior to April 1, 1980 and the bills for all such repairs have been paid, (d) Lessee's obligations relating to Unit "pass-through" earned subsequent to March 31, 1980 as described in subparagraph 6.3 and (e) Lessees' obligation under paragraph 7.2 hereof to insure the Units up to the time of their arrival at Lessor's designated location or turnover at third-party storage facilities as set forth in paragraph 2 hereof. So long as there are no defaults of Lessees in fulfilling their obligations hereunder, Lessor shall not take any action to exercise its rights under the Lease during the 366 day periods.

4. The Release set forth in paragraph 3, above, is subject to Lessees' commitment that should any lessor or secured lender of Lessees who, like Lessor, has agreed to terminate a lease or loan and take back boxcar equipment and who was a lessor or secured lender to Lessee on March 31, 1980, receive any payment or credit (other than Unit pass-through or insurance settlements) from or on behalf of Lessees on account of a lease or secured financing existing on March 31, 1980 in a greater proportion of its unsatisfied obligations than that received by Lessor, Lessor shall be promptly notified and shall receive an additional payment in order to reach such greater proportion.

5. Lessor shall pay to Lessees on a Unit basis, prior to delivery and termination of the Lease on a Unit basis:

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- 5.1 (a) With respect to repairs of Units while in storage, repair charges incurred and paid by Lessees subsequent to March 31, 1980 and up to the date of this Agreement, and thereafter such repair charges as are authorized in writing by Lessor, and (b) with respect to repairs of Units while in service, all repair charges incurred and paid by Lessees subsequent to March 31, 1980;
- 5.2 Third-party (non-Lessee) storage charges incurred by Lessees subsequent to March 31, 1980; and
- 5.3 All charges relating to movement in or out of storage incurred subsequent to March 31, 1980.
- 5.4 Provided that Lessor designates to Lessees the location to which Units coming out of service are to be waybilled "collect," Lessor shall not be obligated under any circumstance to make payments to Lessee subsequent to such Unit Lease termination payments contemplated by this paragraph 5.
- 6. In consideration for Lessor's release as set forth in this Agreement:

- 6.1 Lessees shall return each Unit to Lessor as provided herein free and clear of all liens and encumbrances other than liens and encumbrances created by Lessor;
- 6.2 Lessees shall issue in favor of Lessor immediately upon approval of the Interstate Commerce Commission (which approval has been sought by Lessees, at Lessees' sole cost and expense), and under no circumstance later than 180 days from the date of this Agreement, 232 shares of NRUC's common stock; and
- 6.3 Lessees shall promptly pay to Lessor on a quarterly basis beginning October 15, 1980 all income or revenue ("Car-Hire Revenues") of Lessees attributable to those Units ("In-Service Units"), for the period commencing April 1, 1980 and concluding upon the delivery of each Unit to a location designated by Lessor less:

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6.3.1 \$3.00 per day per In-Service
Unit for each day that Lessees receive Car-Hire Revenue for
such In-Service Units ("Management Fee") provided, however,
Lessor shall under no circumstance be directly liable to
Lessees for payment of the Management Fee but that the Management Fee shall be payable solely out of Car-Hire Revenues for
such Units during such quarter or if Car-Hire Revenues are
insufficient for Lessees to receive its Management Fee, then

the unpaid portion of the Management Fee shall be accrued and deducted from future Car-Hire Revenues of Lessees; and

7. Lessees represent and warrant to Lessor that:

6.3.2 reclaims, if any.

- 7.1 Full and complete inspection reports
  (the "Inspection Reports") for all Units in storage completed
  by Lessees' personnel or authorized representatives have been
  delivered to Lessor and that to the best of Lessees' knowledge,
  information and belief, such Units are (a) in good condition,
  reasonable wear and tear excepted, and as described in the
  inspection reports except for the repairs deemed necessary in
  the Inspection Reports and (b) in conformance with the Interchange Rules of the American Association of Railroads unless
  noted to the contrary on Schedule I attached hereto and made
  a part hereof.
- 7.2 Lessees shall keep in full force and effect all insurance required under the Lease until each Unit is delivered to such location designated by Lessor or turned over to Lessor at a third-party storage facility.
- 7.3 Lessees shall forthwith take all steps necessary to cancel all per diem leases and subleases, if any, of the Units.

- Lessees shall cooperate with Lessor in executing and recording all documents and doing all acts which Lessor reasonably believes necessary to carry out the purposes and intentions of this Agreement including meeting with and cooperating with NAC as requested. Lessees shall take all actions necessary to cause the return of the Equipment to locations designated by Lessor. Units in third-party storage shall be delivered within thirty (30) days from the receipt by Lessees of Lessor's turnover instructions. Units in Lesseeowned or leased storage facilities shall be delivered immediately but under no circumstance more than sixty (60) days from the receipt by Lessees of Lessor's turnover instructions. Unless Lessor delivers "recapture" instructions to Lessees for In-Service Units, such Units shall be delivered to Lessor immediately, but under no circumstance more than ten (10) days from their return to Lessees.
- 9. Lessees irrevocably assign to Lessor all their right, title and interest in and to all credits, claims, insurance claims or causes of action Lessees now have or may hereafter acquire against any party or entity by reason of, or in any manner related to, the Equipment (including but not limited to, damage credits but excluding that portion of any credit or claim necessary to reimburse Lessees for their out-of-pocket costs with respect thereto), and shall

cooperate with and assist Lessor with respect to prosecuting or enforcing any such claims or causes of action. Lessees shall promptly remit to Lessor any amounts received by Lessees to which Lessees are entitled under this paragraph and Lessor shall promptly remit to Lessees any amounts received by Lessor to which Lessees are entitled under this paragraph.

This Agreement shall not be binding on Lessor unless and until approved by Lessor's Equipment lenders.

IN WITNESS WHEREOF, Lessor and Lessees have caused this Agreement to be executed on the day and year above written.

> NATIONAL RAILWAY UTILIZATION CORPORATION ("Lessee")

PICKENS RAILROAD COMPANY

("Lessee")

GIRARD LEASING CORPORATION ("Lessor")

Approved:

FIRST NATIONAL BANK AND TRUST COMPANY

By Donald E. Bollingin TITLE: Efec Vice President

FIRST PEOPLES BANK OF NEW JERSEY

By\_\_\_\_

TITLE: Bank I

FIRST STATE BANK

TITLE: Garatens him to

HAZELTON NATIONAL BANK

By arthur O. Taronz TITLE: VICE-DES Commonwealth of Pennsylvania

ss.

County of Philadelphia

On this // day of // 1980 before me appeared Active Governor, to me personally known, who being by me duly sworn, says that he is Active of GIRARD LEASING CORPORATION, that the foregoing instrument was was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

Notary Public

[NOTARIAL SEAL]

My Commission Expires:

DIANE A. BAXTER, NOTARY PUBLIC PHILADELPHIA, PHILADELPHIA COUNTY MY COMMISSION EXPIRES AUG. 31, 1981 Member, Panalythonia Association of Notaries Commonwealth of Pennsylvania

ss.

County of Philadelphia

On this 13th day of Muchola 1980 before me appeared Mchard, I held, to me personally known, who being by me duly sworn, says that he is Mark Mark of NATIONAL RAILWAY UTILIZATION CORPORATION, that the foregoing instrument was was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

[NOTARIAL SEAL]

My Commission Expires:

LATANYA D. CONNOR Notary Fublic, Pallal, Pallal Co. My Commission Expires Dec. 20, 1982 Commonwealth of Pennsylvania

ss.

County of Philadelphia

On this 13th day of November, 1980 before me appeared Richard J. Kelly, to me personally known, who being by me duly sworn, says that he is Vice President of PICKENS RAILROAD COMPANY, that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was and remains the free act and deed of said Corporation.

[NOTARIAL SEAL]

Notary Public

My Commission Expires:

Notary Public, Phila., Phila. Co. My Corre EQUIPMENT SUBJECT TO LEASE NO. M-033, DATED JULY 27, 1978 BETWEEN GIRARD LEASING CORP. (LESSOR) AND NATIONAL RAILWAY UTILIZATION CORP. AND PICKENS RAILROAD COMPANY (LESSEE) RECORDED WITH INTERSTATE COMMERCE COMMISSION ON JULY 28, 1978, AND BEARING RECORDATION NUMBER 9605

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#### RELEASE

The undersigned, Girard Leasing Corporation, for good and valuable consideration does hereby release, remise and discharge National Railway Utilization Corporation ("NRUC"), its subsidiaries, agents, employees, representatives, directors, administrators, and successors and assigns from any and all liabilities, claims, suits, demands, judgments and causes of actions now existing or hereafter arising as a result of the obligations of NRUC under the EQUIPMENT LEASE AGREEMENT dated as of July 27, 1978 and recorded on July 28, 1978 and bearing Interstate Commerce Commission recordation number 9630 ("Lease"), subject only to (1) the terms of paragraph 3 of the EQUIPMENT LEASE TERMINATION AGREEMENT dated as of November 13, 1980 between Girard Leasing Corporation and NRUC, and (2) the terms of the letter executed between the parties hereto on the same date and attached hereto as Schedule I. The Release shall apply to all Units of equipment described on Schedule II hereto.

GIRARD LEASING CORPORATION

By:		
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#### CAR REPAIR ESTIMATE

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LIGHTWEIGHT 62900 TRUCK CAPACITY		CLASS	Ym	
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\_\_\_ REPAIR DIVISION

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#### CAR REPAIR ESTEMATE

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#### CAR REPAIR ESTEMATE

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#### AFFIDAVIT

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Commonwealth of Pennsylvania

SS.

County of Philadelphia

The undersigned, a Notary Public in and for the aforesaid Commonwealth and County, hereby certifies that the foregoing Equipment Lease Termination Agreement has been compared with the original and is true and correct copy.

[Notarial Seal]

My Commission Expires: April 27,1941

Dated: how 19, 1980

MILDRED M. McGURK Notary Public, Phila., Phila. Co. My Commission Expires April 27, 1981